

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number
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CLERK, U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re: BRISTOL PARK INDUSTRIES, INC., a California corporation,

CASE NO.: LA 02-24554 EC

BY DEPUTY CLERK

Debtor(s).

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 1/21/04

Time: 1:30 p.m.

Location: Courtroom 1639, E. Roybal Federal Building, 255 East Temple Street, Los Angeles, CA 90012

Type of Sale: ☒ Public ☐ Private

Last date to file objections: 1/7/03

Description of Property to be Sold: Estate's interest in Intellectual Property rights, including the "Wattman" technology

Terms and Conditions of Sale: Overbid Procedures: Potential overbidders must bid an initial amount of \$2,000 over the proposed purchase price of \$10,000. Minimum bid increments thereafter shall be \$2,000. The Proposed Buyer will have the right to match any overbids. Overbids must be in writing and received by Trustee's counsel, Marshack Shulman Hodges & Bastian LLP, attention John Mark Jennings, by 12:00 p.m. on last business day immediately preceding the Sale. Overbids must be accompanied by certified funds equal to overbid purchase price. Deposit refunded within 5 days if overbid.

Proposed Sale Price: \$10,000.00

Overbid Procedure (If Any): see above

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing: July 9, 2003 at 1:30 p.m.

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e-mail address):

John Mark Jennings, Esq.
Marshack Shulman Hodges & Bastian LLP
26632 Towne Centre Dr., Ste. 300
Foothill Ranch, CA 92610
(949) 340-3400 Fax (949) 340-3000

Date: 12/30/03

Leonard M. Shulman - Bar No. 126349
John Mark Jennings - Bar No. 192641
MARSHACK SHULMAN HODGES & BASTIAN LLP
26632 Towne Centre, Suite 300
Foothill Ranch, California 92610-2808
Telephone: (949) 340-3400
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03 DEC 24 PM 2:20

U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

BY: _____ DEPUTY

Attorneys for Linda J. Chu
the Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION

In re	Case No. LA 02-24554 EC
BRISTOL PARK INDUSTRIES, INC.,	Chapter 7
Debtor.	NOTICE OF CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SALE AND ASSIGNMENT OF ESTATE'S INTEREST IN INTELLECTUAL PROPERTY RIGHTS PURSUANT TO 11 U.S.C. SECTION 363, FREE AND CLEAR OF LIENS AND APPROVAL OF OVERBID PROCEDURE
	Date: January 21, 2004 Time: 1:30 p.m. Place: Courtroom 1639 Edward R. Roybal Federal Building 255 E. Temple Street Los Angeles, CA 90012

PLEASE TAKE NOTICE that on January 21, 2004 at 1:30 p.m. in Courtroom 1639 of the above entitled Court located in the Edward R. Roybal Federal Building at 255 E. Temple Street, Los Angeles, California, 90012, Linda J. Chu, the Chapter 7 Trustee ("Trustee"), for the bankruptcy estate of Bristol Park Industries, Inc. ("Debtor"), will bring a Motion For Order Authorizing Sale and Assignment of Estate's Interest In Intellectual Property Rights Pursuant to 11 U.S.C. Section 363, Free and Clear of Liens and Approval of Overbid Procedure ("Motion").

BACKGROUND INFORMATION

On or about May 17, 2002, the Debtor filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code (the "Petition Date"). Linda J. Chu is the duly appointed, qualified and acting Chapter 7 Trustee for the Estate. The Trustee requested authorization from the Court to employ Marshack Shulman Hodges & Bastian LLP (the "Firm") as her general counsel. The Firm's employment was effective September 30, 2002.

The Debtor was in the business of manufacturing and distributing a device that controls and limits the wattage used by High Intensity Discharge ("HID") lighting systems. The device was called the "Wattman". The Trustee has received an offer of \$10,000 to purchase the Estate's interest in the intellectual property rights of the Debtor, including the "Wattman" technology, if any such rights so exist, ("IP Rights") from the Estate.

PROPOSED SALE OF IP RIGHTS

The principal terms of the sale are as follows:

1. **Purchase Price.** The Buyer agrees to pay to the Debtor within five (5) business days of the date of entry of a Bankruptcy Court order approving the Sale (the "Effective Date") the sum of Ten Thousand Dollars (\$10,000.00) (the "Purchase Price"), or an amount as increased by a successful overbid, for the purchase of the IP Rights pursuant to the terms as set forth below. The Seller agrees to transfer ownership of the IP Rights upon closing. Closing shall occur upon payment of the Purchase Price (the "Closing Date").

2. **Payment of the Purchase Price.** The Purchase Price shall be payable as follows:
Cash payment by Buyer, \$10,000.00, or an amount as increased by successful overbid

3. **Transfer of Title.** The Trustee shall convey title to the IP Rights free and clear of any and all liens, charges, claims, security interests or other encumbrances of any nature whatsoever (the "Encumbrances") of the Secured Creditors pursuant to Bankruptcy Code Section 363(f).

4. **Risk of Loss.** The Parties agree that the risk of loss to the IP Rights shall transfer to the Buyer immediately upon the Buyer taking possession of the IP Rights.

5. **Good Faith of the Buyer.** The Seller is to seek and obtain a Court finding that the Buyer is acting in good faith pursuant to Bankruptcy Code section 363(m).

6. **Purchase Without Warranties.** The Buyer acknowledges that he is purchasing the IP Rights from the Seller on an "AS IS - WHERE IS" basis without representations or warranties of any kind, express or implied, being given by the Trustee, concerning the value, existence, condition or fitness of purpose for any use thereof. The Buyer represents and warrants that he is purchasing the IP Rights as a result of his own investigations and not buying the IP Rights pursuant to any representation made by any broker, agent, accountant, attorney or employee acting at the direction or on behalf of the Trustee. The Buyer acknowledges that upon Bankruptcy Court approval of the offer, Buyer forever waives, for himself, and his successors and assigns, any and all claims against the Trustee, the Debtor's bankruptcy estate, and its attorneys, agents, and employees, arising or which might otherwise arise in the future concerning the IP Rights.

NOTICE OF OVERBID PROCEDURES FOR SALE OF IP

The sale contemplated by the Trustee will be subject to the following overbid procedures:

1. Potential overbidders must bid an initial amount of at least Two Thousand Dollars (\$2,000.00) over the Purchase Price offered by the Buyer. Minimum bid increments thereafter shall be Two Thousand Dollars (\$2,000.00).

2. Overbids must be in writing and be received by the Debtor's counsel, Marshack Shulman Hodges & Bastian LLP to the attention of John Mark Jennings by not less than three (3) days prior to the hearing on the motion to the Bankruptcy Court seeking approval of this Agreement.

3. Overbids must be accompanied by certified funds in an amount equal to Ten Percent (10%) of the overbid purchase price.

4. The overbidder must seek to acquire the IP Rights on terms and conditions not less favorable to the Debtor's bankruptcy estate than the terms and conditions to which the Buyer has agreed to purchase the IP Rights and any competing bidder must be obligated to perform within the same time that the Buyer would be obligated to perform.

5. If overbids are received, the final bidding round shall be held concurrent with the Bankruptcy Court hearing on the Debtor motion for a Bankruptcy Court approving this sale in order to allow all potential bidders the opportunity to overbid and purchase the IP Rights.

6. The overbidder's deposit shall be refunded within five (5) days of the final bidding round in the event that the overbidder is outbid.

DEBTOR'S SECURED OBLIGATIONS

According to the Debtor's schedules, the only secured obligations of the Debtor are Promissory Notes ("Notes") held by David Wilstein and Leonard Wilstein. The Trustee investigated the Notes by performing a UCC-1 financing statement search which did not reveal any secured liens against the Debtor. Thus the Notes were not recorded and David Wilstein and Leonard Wilstein do not have secured liens against the Debtor.

TREATMENT OF DEBTOR'S SECURED OBLIGATIONS

The IP Rights shall be sold free and clear of the liens of the Secured Creditors, with any such liens attaching to the remaining assets of the bankruptcy estate in the same validity and priority as prior to the Petition Date.

PROPOSED SALE SERVES THE BEST INTEREST OF THE CREDITORS

The Trustee has made a business decision that it is in the best interest of the creditors of this estate that this Sale Motion be approved. The Trustee believes that selling its interest in the IP Rights through an auction proceeding is more favorable for unsecured creditors. An auction proceeding offers unsecured creditors the best chance of selling the IP Rights for the most money.

The sale transaction is subject to auction proceedings. In the event that overbids for the IP Rights are received, a more meaningful distribution on behalf of unsecured claims will be possible. On the other hand, if no overbids are received and the sale to the Buyer proposed herein is authorized, unsecured creditors will be better off than they would have been without the sale.

In summary, the Trustee has concluded that the best available option to preserve value for creditors is to consent to sell its interest in the IP Rights on terms at least equal to those set forth herein and create the opportunity for overbids through this procedure.

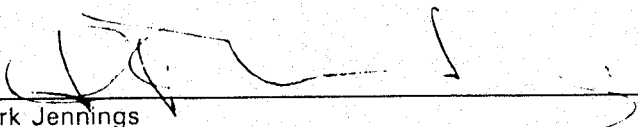
Accordingly, under the facts of this case, the Trustee respectfully submits that this Court should approve the Sale Motion and thereby allow the Trustee to maximize the value of the Debtor's assets for the benefit of the Debtor's creditors.

Requests for a copy of the Motion should be in writing and directed to John Mark Jennings of Marshack Shulman Hodges & Bastian LLP at the address indicated above.

PLEASE TAKE FURTHER NOTICE, that any response, opposition or joiner as to the proposed Motion must be in the form as required by Local Bankruptcy Rule 9013-1(a)(7) and filed with the Clerk of the above-entitled Court no later than fourteen (14) days before the date of the above-referenced hearing and a copy served on Marshack Shulman Hodges & Bastian LLP to the attention of John Mark Jennings at the address indicated above and the Office of the United States Trustee, Ernst & Young Plaza, 725 South Figueroa Street, 26th Floor, Los Angeles, CA. Failure to timely respond may be deemed as acceptance of the proposed Motion. SEE LOCAL BANKRUPTCY RULES 9013-1(a)(7) AND 9013-1(a)(11).

Dated: December 23, 2003

MARSHACK SHULMAN HODGES & BASTIAN LLP



John Mark Jennings
Attorneys for Linda J. Chu
the Chapter 7 Trustee

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the City of Foothill Ranch, County of Orange, State of California. I am over the age of 18 years and not a party to the within action. My business address is 26632 Towne Centre, Suite 300, Foothill Ranch, California 92610.

On December ²⁴~~20~~, 2003, I served the documents named below on the parties as follows:

DOCUMENT(S) SERVED: **NOTICE OF CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SALE AND ASSIGNMENT OF ESTATE'S INTEREST IN INTELLECTUAL PROPERTY RIGHTS PURSUANT TO 11 U.S.C. SECTION 363, FREE AND CLEAR OF LIENS AND APPROVAL OF OVERBID PROCEDURE**

SERVED UPON: **THE PARTIES AS REQUIRED BY LOCAL BANKRUPTCY RULE 2014-1 AS SHOWN ON THE ATTACHED LIST**

(BY MAIL) I caused each such envelope, with postage thereon fully prepaid, to be placed in the United States mail at Foothill Ranch, California. I am readily familiar with the practice of Marshack Shulman Hodges & Bastian LLP for collection and processing of correspondence for mailing, said practice being that in the ordinary course of business, mail is deposited in the United States Postal Service the same day as it is placed for collection. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

(BY FACSIMILE) Pursuant to C.R.C. 2009(i), I either caused, or had someone cause, the transmitting machine to properly transmit the attached documents to the facsimile numbers shown on the service list. The above-referenced document was transmitted by facsimile transmission and the transmission was reported as completed and without error.

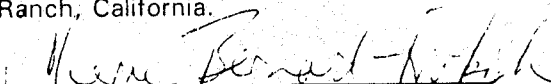
(BY FEDERAL EXPRESS OR AIRBORNE EXPRESS) I am readily familiar with the practice of Marshack Shulman Hodges & Bastian LLP for collection and processing of documents for overnight delivery and know that the document(s) described herein will be deposited in a box or other facility regularly maintained by such overnight delivery company for overnight delivery.

(BY PERSONAL SERVICE) I delivered to an authorized courier or driver authorized by ASAP Corporate Service to receive documents to be delivered on the same date. A proof of service signed by the authorized courier will be filed forthwith.

(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

(FEDERAL) I declare that I am employed in the office of a member of the bar of this court, at whose direction this service was made.

Executed on December ²⁴~~20~~, 2003, at Foothill Ranch, California.


Cherie Bernard-Frobish

Interested Party

LOS ANGELES CITY CLERK
P. O. Box 53200
LOS ANGELES, CA 90053-0200

Interested Party

UNITED STATES TRUSTEE
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Debtor's Attorney

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Chapter 7 Trustee

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SAN JOSE, CA 91516-9001

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ON THE SCENE PRODUCTIONS, INC.
5900 WILSHIRE BLVD., 14TH FLOOR
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DESK-TO-DESK COURIER & CARGO,
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VAN NUYS, CA 91410

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2632 W. 237TH STREET
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Schedule F Creditor
STATE COMPENSATION INSURANCE
FUND
P.O. BOX 7980
SAN FRANCISCO, CA 94120

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ANAHEIM, CA 92801

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3050 PALISADES DRIVE
CORONA, CA 92880

Schedule F Creditor
MASTER DISTRIBUTORS
P.O. BOX 512639
LOS ANGELES, CA 90051-0639

Schedule F Creditor
EIS
13911 YORBA AVE.
CHINO, CA 91710

Schedule F Creditor
TUCKER ELECTRONICS COMPANY
604 LOCUST STREET, 14TH FLOOR
DES MOINES, IA 50309

Schedule F Creditor
JAMES M. ARCHDEKIN
1721 NORMANDIE PLACE
SANTA ANA, CA 92705

Schedule F Creditor
STATE BOARD OF EQUALIZATION
P.O. BOX 942879
SACRAMENTO, CA 94279-8064

Schedule F Creditor
VLADIMIR DAVIDOVICH
6059 BRISTOL PARKWAY, 2ND FLR
CULVER CITY, CA 90230

Schedule F Creditor
BOARD OF EQUALIZATION
P.O. BOX 942879
SACRAMENTO, CA 94279

Schedule F Creditor
CREATIVE FINANCIAL STAFFING
P.O. BOX 5-191
WOBURN, MA 01815-0191

Schedule F Creditor
INFOCHASE
21 LAWRENCE PAQUETTE DRIVE
CHAMPLAIN, NY 12919

Schedule E Creditor
EMPLOYMENT DEVELOPMENT
DEPARTMENT
BANKRUPTCY GROUP MIC 92E
P.O. BOX 826880
SACRAMENTO, CA 94280-0001

Schedule E Creditor
FRANCHISE TAX BOARD
ATTN: BANKRUPTCY
P. O. BOX 2952
SACRAMENTO, CA 95812-2952

Schedule E Creditor
INTERNAL REVENUE SERVICE
P. O. BOX 30213
LAGUNA NIGUEL, CA 92607-0213

Schedule E Creditor
INTERNAL REVENUE SERVICE
INSOLVENCY I STOP 5022
300 N LOS ANGELES ST, ROOM
4062
LOS ANGELES, CA 90012-9903

RETURNED MAIL

Schedule F Creditor
FOE 10/4/02
MOBIL GAS CARD
P.O. BOX 79011
CITY OF INDUSTR, CA 91716-9011

Schedule F Creditor

FOE 10/11/02

KEEGAN WIRELESS, INC.
749 S. LEMON AVENUE, SUITE A2
WALNUT, CA 91789

Schedule F Creditor

FOE 10/9/02

QWEST
P.O. BOX 85023
LOUISEVILLE, KY 40285-5023

Schedule F Creditor

Attempted

Not Known

10/8/02

PUBLIC STORAGE
11101 LA CIENEGA BLVD
INGLEWOOD, CA 90304

Schedule F Creditor

Moved-No Address 10/15/02

ON SITE ACCESS, INC.
1372 BROADWAY
NEW YORK, NY 10018

Schedule F Creditor

FOE 10/15/02

SO. ALAMEDA ST. CORPORATION
502 W. OFFICE CENTER DRIVE
FT WASHINGTON, PA 19034

Schedule F Creditor

RTS-Insufficient Address

GRANGE INVESTMENTS, LTD
JERSEY, CHANNEL ISLANDS
UNITED KINGDOM

Schedule F Creditor

RTS-See New Address above

PRAXAIR
P.O. BOX 14495
DES MOINES, IA 50306-3495

Schedule F Creditor

RTS - 5/14/03 Insufficient Address

STEVE GODDARD
15901 RED HILL AVENUE
TUSTIN, CA 92780

Schedule F Creditor

RTS - 5/19/03 Insufficient Address

UNDERWRITERS LABORATORIES,
INC.
195 INDUSTRIAL PARKWAY
LYNDONVILLE, VT 05851

Schedule F Creditor

**RTS - 5/22/03 Undeliverable as
Addressed**

LASER ELECTRIC INC.
P.O. BOX 460238
ESCONDIDO, CA 92046

Schedule F Creditor

**RTS - 5/29/03 Undeliverable as
Addressed, Forwarding Order expired**

WESTSIDE BUSINESS SYSTEMS
7217 GEYSER AVENUE, SUITE C
RESEDA, CA 91335

Schedule F Creditor

RTS - 6/2/03

New Address

ACCOUNTANTS OVERLOAD
P.O. BOX 30140
LOS ANGELES, CA 90030-0140

Schedule F Creditor

RTS - 5/20/03

New Address

FRALOCK
P.O. BOX 10388
CANOGA PARK, CA 91309

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the City of Foothill Ranch, County of Orange, State of California. I am over the age of 18 years and not a party to the within action. My business address is 26632 Towne Centre Drive, Suite 300, Foothill Ranch, California 92610.

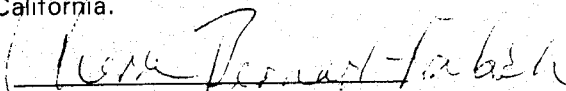
On **December 31, 2003**, I served the documents named below on the parties in this Action as follows:

DOCUMENT(S) SERVED: **NOTICE OF SALE OF ESTATE PROPERTY**

SERVED UPON: **OFFICE OF THE U.S. TRUSTEE**
 Ernst & Young Plaza
 725 South Figueroa Street, 26th Floor
 Los Angeles, CA 90017

- ☒ (BY MAIL) I caused each such envelope, with postage thereon fully prepaid, to be placed in the United States mail at Foothill Ranch, California. I am readily familiar with the practice of Marshack Shulman Hodges & Bastian LLP for collection and processing of correspondence for mailing, said practice being that in the ordinary course of business, mail is deposited in the United States Postal Service the same day as it is placed for collection. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after deposit for mailing in affidavit.
- ☐ (BY FACSIMILE) The above-referenced document was transmitted by facsimile transmission and the transmission was reported as completed and without error. Pursuant to C.R.C. 2009(i), I either caused, or had someone cause, the transmitting machine to properly transmit the attached documents to the facsimile numbers shown on the service list.
- ☐ (BY OVERNIGHT DELIVERY) I am readily familiar with the practice of Marshack Shulman Hodges & Bastian LLP for collection and processing of documents for overnight delivery and know that the document(s) described herein will be deposited in a box or other facility regularly maintained by Federal Express for overnight delivery or for overnight delivery by Express Mail via the United States Postal Service.
- ☐ (BY PERSONAL SERVICE) I delivered to an authorized courier or driver authorized by ASAP Corporate Services, Inc. to receive documents to be delivered on the same date. A proof of service signed by the authorized courier shall be filed upon receipt from ASAP Corporate Services, Inc.
- ☐ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- ☒ (FEDERAL) I declare that I am employed in the office of a member of the bar of this court, at whose direction this service was made.

Executed on **December 31, 2003**, at Foothill Ranch, California.


Cherie Bernard-Frobish